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7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 ALLSTATE INDEMNITY
11 COMPANY,

Plaintiff,

12 v.

13 RANDY LINDQUIST, et al.,

14 Defendants.
15

CASE NO. C20-1508JLR

ORDER

16 This order memorializes the court's March 21, 2022, oral ruling on Defendant
17 JPMorgan Chase Bank, N.A.'s ("Chase") motion for an order protecting it from Plaintiff
18 Allstate Indemnity Company's ("Allstate") Rule 30(b)(6) deposition notice and document
19 requests. (*See* Chase Ltr. Br. (Dkt. # 156); Allstate Ltr. Br. (Dkt. # 157).) The court
20 considered the parties' letter briefs, the relevant portions of the record, and the applicable
21 law. In addition, the court held a hearing on March 21, 2022, at which counsel for Chase
22 and Allstate argued their respective positions. (3/21/22 Min. Entry (Dkt. # 158).)

1 On March 3, 2022, Allstate served Chase with a Rule 30(b)(6) deposition notice
2 and request for production of documents concerning Chase’s “duties and obligations to
3 insurers, including Allstate, trainings, policies and procedures regarding change in
4 risk/vacancy”; “payments including premium payments and calculation of payoffs”; and
5 “the halted foreclosure and agreements between [Mr.] Lindquist and Chase.”
6 (*See* Allstate Ltr. Br. at 2.) Allstate contends this discovery might reveal that “Chase
7 specifically misrepresented in its Motion for Summary Judgment that it has not [sic] duty
8 to Allstate” to report changes in the vacancy status of Plaintiff Randy Lindquist’s house.
9 (*See id.* at 1-2.) Thus, according to Allstate, the discovery will “advise the [c]ourt
10 whether a motion for reconsideration” of the court’s January 18, 2022 order granting
11 Chase’s motion for summary judgment “would be appropriate.” (*Id.* at 2; *see* 1/18/22
12 Order (Dkt. # 126).)

13 As stated on the record, the court concludes that Allstate’s proposed discovery
14 would not support a reconsideration motion because Allstate has failed to demonstrate
15 that any facts it might discover from Chase could not have been obtained earlier through
16 “reasonable diligence.” *See* Local Rules W.D. Wash. LCR 7(h)(1). Additionally,
17 Allstate’s desired fact discovery would have no legal effect on the validity of the January
18 18, 2022 order, which granted summary judgment to Chase based on the meaning of an
19 endorsement in the at-issue insurance policy. (*See* 1/18/22 Order at 15 (holding that a
20 “Lender’s Loss Payable Endorsement would provide coverage to Chase even if Chase
21 had intentionally concealed facts about [Mr. Lindquist’s] occupancy status to Allstate in
22 breach of some [p]olicy provision”).)

1 For the foregoing reasons, as well as those stated on the record at the hearing, the
2 court GRANTS Chase's motion for a protective order (Dkt. # 156). Chase need not
3 prepare a witness to appear for a Rule 30(b)(6) deposition or respond to Allstate's request
4 for production of records.

5 Dated this 22nd day of March, 2022.

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JAMES L. ROBART
United States District Judge